

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS

ENERGY INTELLIGENCE GROUP, INC.	)	
and ENERGY INTELLIGENCE GROUP	)	Civil Action No. _____
(UK) LIMITED,	)	
	)	
Plaintiffs,	)	COMPLAINT FOR COPYRIGHT
	)	INFRINGEMENT
v.	)	
	)	
FRONTIER EL DORADO REFINING	)	
LLC,	)	JURY TRIAL DEMANDED
	)	
Defendant.	)	
	)	

**PLAINTIFFS' COMPLAINT**

Plaintiffs, Energy Intelligence Group, Inc. (“EIG”) and Energy Intelligence Group (UK) Limited (“EIG UK”) (collectively “Plaintiffs”), by and through their undersigned counsel, allege the following for their complaint against Defendant, Frontier El Dorado Refining LLC (“Defendant”), based on personal knowledge and on information and belief as appropriate:

**INTRODUCTION**

1. Plaintiffs bring this action against Defendant under the Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.* (the “Copyright Act”) for, among other things, willful infringement of Plaintiffs’ registered copyrights.

**THE PARTIES**

2. Plaintiff EIG is a Delaware corporation with a principal place of business located at 5 East 37th Street, New York, New York 10016-2807.

3. Plaintiff EIG UK is a United Kingdom limited company with a principal place of business located at Interpark House 7, Down Street, London, W1J 7AJ, United Kingdom.

4. Upon information and belief, Defendant is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 1401 South Douglas Road, El Dorado, Kansas 67042.

### **JURISDICTION AND VENUE**

5. This Court has jurisdiction over the subject matter of this dispute pursuant to Sections 501, *et seq.* of the Copyright Act and 28 U.S.C. §§ 1331 and 1338(a).

6. This Court has personal jurisdiction over Defendant because, upon information and belief, Defendant's principal place of business is located in El Dorado, Kansas, and Defendant is registered to do business in, and is doing business in the State of Kansas and in this District. Furthermore, upon information and belief, many of the acts of infringement alleged in this Complaint occurred within the District of Kansas.

7. Venue is proper in the District of Kansas pursuant to 28 U.S.C. §§ 1391(b) and 1400(a).

### **FACTS**

#### **A. Plaintiffs' Publications**

8. Plaintiffs and their predecessors-in-interest have been engaged in publishing newsletters and other publications for the highly-specialized global energy industry for over six decades. In particular, Plaintiffs have published the daily newsletter *Oil Daily* ("OD") since at least as early as 1951.

9. The audience for Plaintiffs' publications, including OD, consists of individuals with an interest in the oil and gas industries, including consultants, bankers, investors, stock market analysts, traders, commodity analysts, and others who follow these industries. A representative

example of an issue of OD, specifically the March 11, 2014 issue of OD (the “March 11, 2014 OD Copyrighted Work”) is attached hereto as Exhibit A.

10. Plaintiffs’ focus is on providing original, high-quality articles and analysis relating to the energy industry. Plaintiffs have invested significant time and resources to develop their publications and services, including OD.

11. Plaintiffs’ publications do not feature or have any advertisements or sponsors and therefore, are highly dependent on paid subscriptions to sustain the viability of the publications.

12. Plaintiffs maintain an experienced and knowledgeable editorial staff of approximately sixty (60) reporters, editors, and analysts at seven (7) editorial bureaus located in New York, Washington, D.C., Houston, London, Moscow, Dubai, and Singapore.

13. The original content and analysis created by Plaintiffs and included in OD and their other original publications are valuable assets. Plaintiffs also publish other original publications in addition to OD, including, but not limited to:

- Petroleum Intelligence Weekly;
- Energy Compass;
- Energy Intelligence Briefing;
- EI Finance;
- International Oil Daily;
- Jet Fuel Intelligence;
- LNG Intelligence;
- Natural Gas Week;
- NGW’s Gas Market Reconnaissance;
- Nefte Compass;
- Oil Market Intelligence;
- Nuclear Intelligence Weekly;
- World Gas Intelligence;
- EI New Energy;
- Petroleum Intelligence Weekly Data Source;
- Oil Market Intelligence Data Source;
- Natural Gas Weekly Data Source;
- World Gas Intelligence Data Source;
- Nefte Compass Data Source; and
- EI New Energy Data Source.

14. Plaintiffs have developed an invaluable reputation for their extremely high standards and the reliability of the content of all of their publications, including OD.

15. In order for third parties to benefit from Plaintiffs' analytical and creative content contained in OD and their other publications, Plaintiffs require interested parties to purchase various subscriptions to receive the valuable information contained therein.

16. Interested parties have various subscription options depending on their respective needs. Subscribers typically obtain OD and Plaintiffs' other publications by e-mail and/or from Plaintiffs' website, which permits password-protected access to current and/or archived issues, pursuant to a subscription or license agreement.

17. Interested parties that do not maintain a subscription or license agreement may also purchase individual articles appearing in OD and Plaintiffs' other publications, as well as archived articles, from Plaintiffs using Plaintiffs' pay-per-article service. The license fee per article, per copy, for the OD publication is \$9.00. The license fee for this pay-per-article service is multiplied by the number of copies of the requested article to calculate the total licensing fee.

18. Interested parties that do not maintain a subscription or license agreement may also purchase individual issues of OD and others of Plaintiffs' publications, as well as archived issues, from Plaintiffs using Plaintiffs' pay-per-issue service. The license fee per issue, per copy, for the OD publication is \$95.00. The license fee for this pay-per-issue service is multiplied by the number of copies of the requested issue to calculate the total licensing fee.

**B. Plaintiffs' Copyrights and Notices**

19. Plaintiffs provide copyright notices and warnings on their website, e-mails, articles and publications, including OD, so that third parties are aware of Plaintiffs' rights in their publications and works of original authorship (the "Copyright Notice and Warnings"). As a

representative example, the Copyright Notice and Warnings contained in the e-mail transmitting the March 11, 2014 OD Copyrighted Work state:

Copyright © 2014 Energy Intelligence Group, Inc. All rights reserved.

Reproduction or distribution internally or externally in any manner (photostatically, electronically, or via facsimile), including by sharing printed copies, or forwarding or posting on local- and wide-area networks and intranets, or sharing user name and password, is strictly prohibited without appropriate license from Energy Intelligence – contact [CustomerService@energyintel.com](mailto:CustomerService@energyintel.com) for more information.

A true and accurate copy of the Copyright Notice and Warnings contained in the e-mail transmitting the March 11, 2014 OD Copyrighted Work is attached hereto as Exhibit B.

20. As an additional representative example, the Copyright Notice and Warnings on the front cover of the March 11, 2014 Copyrighted Work specifically state: “Copyright © 2014 Energy Intelligence Group. All rights reserved. Unauthorized access or electronic forwarding, even for internal use, is prohibited.” Exhibit A, p. 1.

21. As a further representative example, the Copyright Notice and Warnings contained in the March 11, 2014 OD Copyrighted Work specifically state:

Copyright © 2014 by Energy Intelligence Group, Inc. . . . All rights reserved. Access, distribution and reproduction are subject to the terms and conditions of the subscription agreement and/or license with Energy Intelligence. Access, distribution, reproduction or electronic forwarding not specifically defined and authorized in a valid subscription agreement or license with Energy Intelligence is willful copyright infringement. Additional copies of individual articles may be obtained using the pay-per-article feature offered at [www.energyintel.com](http://www.energyintel.com).

Exhibit A, p. 5.

22. Based upon the representative examples of the Copyright Notice and Warnings, Plaintiffs are in compliance with the copyright notice requirements set forth in the Copyright Act, 17 U.S.C. § 401. Accordingly, Defendant knew or should have known that the March 11,

2014 OD Copyrighted Work and all other issues of OD received by Defendant (hereinafter collectively referred to as the “OD Copyrighted Works”) were protected by U.S. copyright laws.

23. Having complied with the copyright notice requirements set forth in the Copyright Act, 17 U.S.C. § 401, Plaintiffs have provided Defendant with complete and proper notice of Plaintiffs’ copyright rights.

24. Among other copyright registrations, Plaintiffs are the owners of the following U.S. Copyright Registrations for the OD Copyrighted Works, attached hereto as Exhibit C:

- No. TX 6-286-047 for Edition 56 covering 20 works published in January 2006;
- No. TX 6-340-550 for Edition 56 covering 19 works published in February 2006;
- No. TX 6-337-677 for Edition 56 covering 23 works published in March 2006;
- No. TX 6-782-058 for Edition 56 covering 19 works published in April 2006;
- No. TX 6-425-046 for Edition 56 covering 22 works published in May 2006;
- No. TX 6-425-037 for Edition 56 covering 22 works published in June 2006;
- No. TX 6-431-332 for Edition 56 covering 19 works published in July 2006;
- No. TX 6-431-344 for Edition 56 covering 23 works published in August 2006;
- No. TX 6-456-925 for Edition 56 covering 20 works published in September 2006;
- No. TX 6-508-701 for Edition 56 covering 22 works published in October 2006;
- No. TX 6-505-161 for Edition 56 covering 20 works published in November 2006;
- No. TX 6-508-675 for Edition 56 covering 20 works published in December 2006;
- No. TX 6-550-424 for Edition 57 covering 21 works published in January 2007;
- No. TX 6-550-616 for Edition 57 covering 19 works published in February 2007;
- No. TX 6-550-614 for Edition 57 covering 22 works published in March 2007;
- No. TX 6-587-006 for Edition 57 covering 20 works published in April 2007;
- No. TX 6-564-745 for Edition 57 covering 22 works published in May 2007;
- No. TX 6-626-689 for Edition 57 covering 21 works published in June 2007;
- No. TX 6-626-690 for Edition 57 covering 21 works published in July 2007;
- No. TX 6-626-278 for Edition 57 covering 23 works published in August 2007;
- No. TX 6-626-280 for Edition 57 covering 19 works published in September 2007;
- No. TX 6-648-210 for Edition 57 covering 23 works published in October 2007;
- No. TX 6-645-633 for Edition 57 covering 20 works published in November 2007;
- No. TX 6-645-632 for Edition 57 covering 20 works published in December 2007;
- No. TX 6-646-218 for Edition 58 covering 21 works published in January 2008;
- No. TX 6-648-381 for Edition 58 covering 20 works published in February 2008;
- No. TX 6-648-380 for Edition 58 covering 20 works published in March 2008;
- No. TX 6-647-038 for Edition 58 covering 22 works published in April 2008;
- No. TX 6-647-107 for Edition 58 covering 21 works published in May 2008;
- No. TX 6-648-007 for Edition 58 covering 21 works published in June 2008;
- No. TX 6-662-761 for Edition 58 covering 22 works published in July 2008;
- No. TX 6-665-575 for Edition 58 covering 21 works published in August 2008;

- No. TX 6-680-142 for Edition 58 covering 21 works published in September 2008;
- No. TX 6-662-749 for Edition 58 covering 23 works published in October 2008;
- No. TX 6-664-308 for Edition 58 covering 18 works published in November 2008;
- No. TX 6-664-309 for Edition 58 covering 22 works published in December 2008;
- No. TX 6-647-241 for Edition 59 covering 20 works published in January 2009;
- No. TX 6-631-529 for Edition 59 covering 19 works published in February 2009;
- No. TX 6-647-244 for Edition 59 covering 22 works published in March 2009;
- No. TX 6-665-630 for Edition 59 covering 21 works published in April 2009;
- No. TX 6-631-518 for Edition 59 covering 20 works published in May 2009;
- No. TX 6-631-525 for Edition 59 covering 22 works published in June 2009;
- No. TX 6-685-271 for Edition 59 covering 22 works published in July 2009;
- No. TX 6-684-118 for Edition 59 covering 21 works published in August 2009;
- No. TX 6-701-938 for Edition 59 covering 21 works published in September 2009;
- No. TX 6-701-939 for Edition 59 covering 22 works published in October 2009;
- No. TX 6-702-127 for Edition 59 covering 21 works published in November 2009;
- No. TX 6-702-124 for Edition 59 covering 22 works published in December 2009;
- No. TX 6-701-924 for Edition 60 covering 20 works published in January 2010;
- No. TX 6-701-927 for Edition 60 covering 20 works published in February 2010;
- No. TX 6-703-824 for Edition 60 covering 23 works published in March 2010;
- No. TX 6-703-826 for Edition 60 covering 21 works published in April 2010;
- No. TX 6-704-578 for Edition 60 covering 20 works published in May 2010;
- No. TX 6-704-734 for Edition 60 covering 22 works published in June 2010;
- No. TX 6-705-213 for Edition 60 covering 22 works published in July 2010;
- No. TX 6-770-133 for Edition 60 covering 22 works published in August 2010;
- No. TX 6-770-132 for Edition 60 covering 22 works published in September 2010;
- No. TX 6-772-066 for Edition 60 covering 21 works published in October 2010;
- No. TX 6-771-213 for Edition 60 covering 21 works published in November 2010;
- No. TX 6-778-772 for Edition 60 covering 21 works published in December 2010;
- No. TX 6-776-062 for Edition 61 covering 21 works published in January 2011;
- No. TX 6-776-069 for Edition 61 covering 20 works published in February 2011;
- No. TX 6-779-252 for Edition 61 covering 23 works published in March 2011;
- No. TX 6-779-251 for Edition 61 covering 20 works published in April 2011;
- No. TX 6-779-316 for Edition 61 covering 21 works published in May 2011;
- No. TX 6-776-025 for Edition 61 covering 22 works published in June 2011;
- No. TX 6-782-122 for Edition 61 covering 21 works published in July 2011;
- No. TX 6-774-709 for Edition 61 covering 23 works published in August 2011;
- No. TX 6-780-004 for Edition 61 covering 22 works published in September 2011;
- No. TX 6-780-005 for Edition 61 covering 21 works published in October 2011;
- No. TX 6-782-123 for Edition 61 covering 22 works published in November 2011;
- No. TX 6-782-124 for Edition 61 covering 12 works published in December 2011;
- No. TX 6-789-069 for Edition 61 covering 9 works published in December 2011;
- No. TX 6-774-708 for Edition 62 covering 21 works published in January 2012;
- No. TX 6-786-171 for Edition 62 covering 21 works published in February 2012;
- No. TX 6-787-504 for Edition 62 covering 22 works published in March 2012;
- No. TX 6-787-503 for Edition 62 covering 20 works published in April 2012;
- No. TX 6-788-123 for Edition 62 covering 23 works published in May 2012;



- No. TX 6-788-122 for Edition 62 covering 21 works published in June 2012;
- No. TX 6-789-191 for Edition 62 covering 22 works published in July 2012;
- No. TX 6-790-253 for Edition 62 covering 23 works published in August 2012;
- No. TX 6-790-252 for Edition 62 covering 20 works published in September 2012;
- No. TX 6-790-254 for Edition 62 covering 22 works published in October 2012;
- No. TX 6-790-255 for Edition 62 covering 22 works published in November 2012;
- No. TX 7-676-538 for Edition 62 covering 20 works published in December 2012;
- No. TX 7-676-528 for Edition 63 covering 22 works published in January 2013;
- No. TX 7-744-517 for Edition 63 covering 20 works published in February 2013;
- No. TX 7-744-541 for Edition 63 covering 20 works published in March 2013;
- No. TX 7-726-260 for Edition 63 covering 22 works published in April 2013;
- No. TX 7-726-259 for Edition 63 covering 23 works published in May 2013;
- No. TX 7-726-232 for Edition 63 covering 20 works published in June 2013;
- No. TX 7-989-343 for Edition 63 covering 23 works published in July 2013;
- No. TX 7-946-126 for Edition 63 covering 22 works published in August 2013;
- No. TX 7-898-912 for Edition 63 covering 21 works published in September 2013;
- No. TX 7-991-979 for Edition 63 covering 23 works published in October 2013;
- No. TX ----- for Edition 63 covering 21 works published in November 2013 (application pending);
- No. TX ----- for Edition 63 covering 21 works published in December 2013 (application pending);
- No. TX 7-962-816 for Edition 64 covering 22 works published in January 2014;
- No. TX 7-990-336 for Edition 64 covering 20 works published in February 2014;
- No. TX 7-993-575 for Edition 64 covering 21 works published in March 2014;
- No. TX 7-934-103 for Edition 64 covering 21 works published in April 2014;
- No. TX 7-966-215 for Edition 64 covering 21 works published in May 2014;
- No. TX ----- for Edition 64 covering 22 works published in June 2014 (application pending).
- No. TX ----- for Edition 64 covering 23 works published in July 2014 (application pending);
- No. TX ----- for Edition 64 covering 21 works published in August 2014 (application pending);
- No. TX ----- for Edition 64 covering 22 works published in September 2014 (application pending);
- No. TX ----- for Edition 64 covering 22 works published in October 2014 (application pending);
- No. TX ----- for Edition 64 covering 21 works published in November 2014 (application pending);
- No. TX ----- for Edition 64 covering 22 works published in December 2014 (application pending);
- No. TX ----- for Edition 65 covering 21 works published in January 2015 (application pending);
- No. TX ----- for Edition 65 covering 21 works published in February 2015 (application pending);
- No. TX ----- for Edition 65 covering 23 works published in March 2015 (application pending); and



- No. TX ----- for Edition 65 covering 21 works published in April 2015 (application pending).

**C. Defendant's Subscription History**

25. From on or about March 12, 2001 through the present, Defendant and its predecessor-in-interest have maintained a single subscription to OD and elected to receive their one (1) copy of OD via email as a PDF attachment.

26. Prior to July 1, 2011, Defendant's subscription to OD was held by Frontier El Dorado Refining Co., a subsidiary of Frontier Oil Corp.

27. Upon information and belief, on July 1, 2011, Frontier Oil Corp. merged with and into Holly Corp., under the name HollyFrontier Corp. ("HollyFrontier").

28. Upon information and belief, on July 1, 2011, Frontier El Dorado Refining Co. converted itself under the laws of the State of Delaware from a corporation to a limited liability company, Frontier El Dorado Refining LLC, the named Defendant (the "Conversion").

29. After July 1, 2011, Defendant maintained and continued to renew its subscription to OD on an annual basis.

30. Upon information and belief, all liabilities of Frontier El Dorado Refining Co., including liability for copyright infringement, were assumed by Defendant Frontier El Dorado Refining LLC through the Conversion.

31. On May 21, 2014, Plaintiffs filed a Complaint against HollyFrontier in the Northern District of Texas, alleging infringement of its copyrights in the OD publication. HollyFrontier filed its Answer on August 28, 2014 and the case is currently in discovery.

32. Defendant's current subscription to OD expires on February 26, 2016.

33. From at least as early as March 12, 2001 through the present, Plaintiffs transmitted to Defendant and/or its predecessor-in-interest an invoice and subscription agreement on an annual

basis for the renewal of the single-copy subscription to OD. By way of example, the invoice and subscription agreement for the single subscription to OD, in effect on March 11, 2014, (the “Agreement”) specifically states that “[b]y payment of this invoice and/or use of the EIG Services, you hereby acknowledge receipt, review and acceptance of Energy Intelligence’s terms and conditions shown on the reverse side of this invoice.” A copy of the aforementioned invoice and subscription agreement is annexed hereto as Exhibit D.

34. The Agreement further states in part that “[a]ll unauthorized reproductions, or disseminations or other uses of material contained in the EIG Services shall be deemed willful infringement of EIG’s copyright and/or other proprietary and intellectual property rights.” *Id.*

35. No agreement has ever authorized Defendant or its predecessor-in-interest to copy, transmit, or forward the OD Copyrighted Works, including the March 11, 2014 OD Copyrighted Work, in violation of Plaintiffs’ registered copyrights on a systematic and continuous basis.

36. Defendant and/or its predecessor-in-interest has accepted the terms and conditions in the subscription agreements provided by Plaintiffs, including the Agreement.

**D. Defendant’s Infringement of Plaintiffs’ Copyrighted Works**

37. On January 30, 2014, Plaintiffs learned that a separate single-copy subscription to OD held by Defendant’s parent company, HollyFrontier, was being forwarded to individuals within that company.

38. As Defendant is a subsidiary of HollyFrontier that also subscribes to OD, Plaintiffs became concerned that similar activity was taking place in regard to Defendant’s subscription.

39. On March 12, 2014, Plaintiffs’ employee Derrick Dent sent an email to Camellia Cawthorn, an employee of Defendant and the individual designated by Defendant to receive its single-copy subscription to OD, reiterating to her that Defendant’s subscription to OD is for a

single copy and that copying, electronic forwarding or digital distribution is not permitted and a violation of copyright law. A copy of the March 12, 2014 email to Ms. Cawthorn is annexed hereto as Exhibit E.

40. Upon information and belief, Defendant and its predecessor-in-interest have been forwarding copies of the OD Copyrighted Works to various employees of Defendant.

41. On or about September 26, 2014 was the first time that Plaintiffs learned that Defendant was engaged in unauthorized copying and forwarding of the OD Copyrighted Works.

42. Upon information and belief, Defendant's e-mail system is highly secure and only those individuals or entities that Defendant designates may access the system.

43. Upon information and belief, Defendant's e-mail system cannot be accessed by the general public or by Plaintiffs.

44. Upon information and belief, Defendant has been regularly and systematically copying and forwarding the OD Copyrighted Works and the articles contained therein since at least as early as 2006.

45. Upon information and belief, Defendant actively, fraudulently, and willfully concealed its regular and systematic copying and forwarding of the OD Copyrighted Works, and the articles contained therein, from Plaintiffs.

46. Upon information and belief, Defendant's actions of copying and forwarding the OD Copyrighted Works constitute willful infringement of Plaintiffs' valid and subsisting copyrights in the OD Copyrighted Works and the articles therein.

**COUNT ONE**  
**(COPYRIGHT INFRINGEMENT)**

47. Plaintiffs incorporate the allegations of Paragraphs 1–46 as though fully set forth herein.

48. Plaintiffs were and are the exclusive holders of all rights, title, and interest in the OD Copyrighted Works and the articles, as separate and distinct works, contained therein and are the owners of valid copyright registrations and/or pending applications for the OD Copyrighted Works. *See* Exhibit C.

49. Each entire publication and the articles contained in the OD Copyrighted Works are highly original and contain creative expression and independent analysis. *See* Exhibit A.

50. The OD Copyrighted Works and the articles contained therein were made available to and were received by Defendant and its predecessor-in-interest pursuant to subscription agreements.

51. Upon information and belief, Defendant and its predecessor-in-interest have for years willfully copied and distributed copies of the OD Copyrighted Works and the articles contained therein on a consistent and systematic basis, and concealed these activities from Plaintiffs.

52. Based upon the inclusion of the Copyright Notice and Warnings contained in each of Plaintiffs' publications, the language in the subscription agreements, and the various warnings contained in each of Plaintiffs' publications, including the OD Copyrighted Works and the daily transmittal cover emails, Defendant was on notice and knew or should have known that the OD Copyrighted Works are protected by copyright laws, and therefore is unable to assert a defense of innocent infringement. *See* 17 U.S.C. § 401(d) (2012).

53. Defendant's subscription agreements to the OD Copyrighted Works prohibit any copying and distributing of any article or issue of OD, including the March 11, 2014 OD Copyrighted Work.

54. Upon information and belief, Defendant willfully infringed the copyrights in the OD Copyrighted Works and the articles contained therein, by acting with knowledge that its actions

constituted infringement, or with reckless disregard that the conduct complained about constitutes infringement.

55. Defendant's aforesaid acts violate Plaintiffs' exclusive rights under § 106 of the Copyright Act of 1976, 17 U.S.C. § 106, as amended, and constitute willful infringement of Plaintiffs' copyrights in the OD Copyrighted Works and the articles contained therein. Defendant's past and continuing copying, transmitting and forwarding of Plaintiffs' OD Copyrighted Works and the articles contained therein, constitute a willful, deliberate and ongoing infringement of Plaintiffs' copyrights and are causing irreparable harm and damage to Plaintiffs.

56. Plaintiffs have no adequate remedy at law.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs demand judgment against Defendant on the foregoing claim as follows:

- (1) That Defendant, its directors, officers, agents, subsidiaries and affiliates and all persons acting by, through, or in concert with any of them, be permanently enjoined from infringing any copyrights of Plaintiffs in any manner, and from copying, exhibiting, transmitting, displaying, distributing or preparing derivative works from any of the copyrighted material in any past, present or future issue of OD, including the OD Copyrighted Works and the articles contained therein;
- (2) That Defendant be required to pay to Plaintiffs such actual damages as they have sustained and/or statutory damages as a result of Defendant's copyright infringement pursuant to 17 U.S.C. § 504;

- (3) That Defendant be required to account for and disgorge to Plaintiffs all gains, profits, and advantages derived from its copyright infringement pursuant to 17 U.S.C. § 504;
- (4) That Defendant be required to pay Plaintiffs an increase in the award of statutory damages due to Defendant's willful infringement pursuant to 17 U.S.C. § 504(c)(2);
- (5) That the Court issue an Order requiring Defendant to hold harmless and indemnify Plaintiffs from any claim(s) raised by any third party who allegedly relied upon any of Plaintiffs' publications it received as a result of Defendant's unauthorized use of the OD Copyrighted Works;
- (6) That the Court enter judgment against Defendant in favor of Plaintiffs for all claims, including pre-judgment and post-judgment interest, as allowed by law;
- (7) That the Court enter judgment against Defendant finding that its unlawful copying, transmitting, and forwarding of the OD Copyrighted Works and the articles contained therein is willful;
- (8) That Defendant be ordered to pay Plaintiffs' costs in this action along with reasonable attorneys' fees; and
- (9) That Plaintiffs be granted such further relief as the Court deems just and proper.

Respectfully submitted,

Dated: May 15, 2015

By: s/Richard L. Honeyman  
Richard L. Honeyman  
SC# 06116

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**DESIGNATION OF PLACE OF TRIAL**

The Plaintiffs designate Wichita, Kansas as the place of the trial in this action.

Respectfully submitted,

HITE, FANNING & HONEYMAN LLP

s/Richard L. Honeyman  
Richard L. Honeyman  
SC# 06116

**JURY DEMAND**

The Plaintiffs request a trial by jury with regard to the above-captioned action.

Respectfully submitted,

HITE, FANNING & HONEYMAN LLP

s/Richard L. Honeyman  
Richard L. Honeyman  
SC# 06116